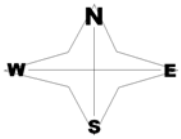
Special Sale Notices / Real Estate

This real estate sale is a "Sealed Bid" Auction. You must deliver a completed "BINDING PURCHASE CONTRACT / SEALED BID" as well as payment in full to the Treasurer's office no later than the "last day to bid" date in order to participate. If you plan to mail your bid to the Treasurer, please be sure to allow sufficient time for the bid to be received. ***Only sealed bids will be accepted. There will be no Verbal Bidding at this auction. We recommend that you <u>personally deliver</u> your bid.***

- Full payment must be included with bid and can be made by: **PERSONAL CHECK, CASHIER'S CHECK, MONEY ORDER, OR BANK DRAFT**.
- Properties will sell to the highest sealed bidder. Each successful bidder will be contacted by mail. Should two or more bidders offer the same successful bid, they will be contacted with further bidding instructions.
- Payment will be returned to the unsuccessful bidders at the address shown on the "BINDING PURCHASE CONTRACT / SEALED BID".
- Please be sure to thoroughly review the bidding procedures on the following page. They will help you in preparing and submitting your bid.
- The Information contained in this catalog is deemed reliable but is not guaranteed.
- County officers and County employees and their relatives are prohibited from purchasing properties at this sale. Chapter 55 of the Illinois Compiled Statutes, Act 55, Section 1 prohibits purchase by such persons. The submission of any bid at this sale constitutes the bidder's express warranty that the bidder is duly qualified by law to purchase property from the seller, and that the sale of property to such bidder pursuant to such bid is not prohibited by the provisions of the foregoing Illinois Statute. *If you need a clarification of this law, please contact the State's Attorney's Office*.
- The County reserves the right to reject any and all bids, and to withdraw any parcel from the sale without prior notice.
- Some properties offered for sale may be hazardous or condemned by local authorities. Additionally, building demolition may have occurred or may be imminent on some of the parcels offered. The County does not guarantee availability of building or repair permits, or freedom from demolition or other municipal liens or code enforcement proceedings. We urge you to investigate the property and contact the appropriate governmental authorities BEFORE BIDDING.
- Item Numbering: If there is a lack of sequence, it is due to items being withdrawn from the sale prior to catalog printing.
- Cross hatching on plat maps identifies property being sold:
- We try to indicate North on the plat for each parcel. The direction for North will be indicated by one of the two following symbols.



- Or -

BIDDING PROCEDURES CHECK LIST / REAL ESTATE

☐ Obtain a catalog and "Binding Purchase Contract / Sealed Bid" form from the Treasurer's office. You may make as many photocopies of the form as you feel necessary.

☐ Physically inspect the property. The property is sold "as is" and your inspection is important.

☐ Determine the amount of your bid. Only the highest bid will be accepted and you will **not** have another chance to raise your bid. You should bid the highest amount you wish to pay for the property.

☐ Completely fill in (*please print clearly*) all of the **BOXED** portions of the "Binding Purchase Contract / Sealed Bid" including:

- ☐ Fill in the **Item #** in the upper right portion of the "Binding Purchase Contract / Sealed Bid" (this shows in the first column of the property information pages under **ITEM**)
- ☐ Fill in the **PARCEL NUMBER** in the Subject Property section (this shows in the second column of the property information pages under **PARCEL NUMBER**)

- ☐ Fill in **Date of Bid**
- ☐ Fill in **Bid** (the Minimum Bid is $645.00)

- ☐ Fill in **Name of Purchaser**
- ☐ Fill in **Mailing Address**
- ☐ Fill in **Telephone Number**

- ☐ **Sign** in the boxed area in lower right hand corner

☐ Include payment in full.

- ☐ made payable to: **COUNTY TRUSTEE**
- ☐ in the amount of the **Bid** (the Minimum Bid is $645.00)
- ☐ show the **Item #** in the remarks or memo section of your payment

☐ Place each "**Binding Purchase Contract / Sealed Bid**" and **payment** in a sealed envelope with "**SEALED BID**" indicated on the outside. Deliver it to the Treasurer at address shown on the cover of this catalog. If you choose to mail your bid to the Treasurer, be sure to allow sufficient time for the Treasurer to receive your bid before the last day to bid date. You may wish to mail your bid by certified mail or call the Treasurer to confirm timely receipt .

You will be notified by mail after the "last day to bid" date as to the auction results. If you are successful, you will receive a signed copy of your "Binding Purchase Contract / Sealed Bid". If you are unsuccessful, you will receive your payment marked "void" and a letter informing you of the amount of the successful bid.

ENVELOPE FORMATS

Please deliver each bid and payment in a separate sealed envelope. You should include only one bid and payment in each envelope.

While we recommend you hand deliver your bid, mailed in bids are also acceptable. No matter how the bid is delivered, it is your responsibility to insure that it is received on or before the "last day to bid" date. The date of postmark means nothing if the bid is not received in time. You might wish to consider using certified mail.

Suggested format for

SEALED BID

ITEM# _____

Suggested format for

Your Name
Address
City, State Zip

POSTAGE

County Treasurer
Sealed Bid Auction
Address
City, State Zip

ITEM# _____

DO NOT OPEN
SEALED AUCTION BID

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # _____
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

HANCOCK County, as Trustee hereinafter referred to as **"SELLER"**

SUBJECT PROPERTY:
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____

Bid: $ _____

MINIUMUM BID IS $645.00

Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.

PURCHASER(S): ***(PLEASE PRINT)***

_____

Hereinafter referred to as **"PURCHASER"**

MAILING ADDRESS: _____

_____

_____

PHONE NUMBER: _____

Email: _____

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2018.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 8/15

Purchaser Signature(s)

X _____

X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # _____
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

HANCOCK County, as Trustee hereinafter referred to as **"SELLER"**

SUBJECT PROPERTY:
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____

Bid: $ _____

MINIUMUM BID IS $645.00

Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.

PURCHASER(S): ***(PLEASE PRINT)***

_____

Hereinafter referred to as **"PURCHASER"**

MAILING ADDRESS: _____

_____

_____

PHONE NUMBER: _____

Email: _____

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2018.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 8/15

Purchaser Signature(s)

X _____

X _____

Special Sale Notices / Mobile Homes

This mobile home sale is a "Sealed Bid" Auction. You must deliver a completed "SEALED BID - PURCHASE OFFER" as well as payment in full with certified funds to the Treasurer's office no later than the "last day to bid" date in order to participate. If you plan to mail your bid to the Treasurer, please be sure to allow sufficient time for the bid to be received. ***Only sealed bids with certified funds will be accepted. There will be no Verbal Bidding at this auction. We recommend that you personally deliver your bid.***

- Full payment must be included with bid and must be made by: **CASHIER'S CHECK, MONEY ORDER, OR BANK DRAFT**.
- Mobile Homes will sell to the highest Sealed bidder. Each successful bidder will be contacted by mail. Should two or more bidders offer the same successful bid, they will be contacted with further bidding instructions.
- Payment will be returned to the unsuccessful bidders at the address shown on the "SEALED BID - PURCHASE OFFER".
- Please be sure to thoroughly review the bidding procedures on the following page. They will help you in preparing and submitting your bid.
- The Information contained in this catalog is deemed reliable but is not guaranteed.
- All mobile homes should be inspected to verify the information contained in the catalog as photographs may not accurately depict property being sold.
- Tax Certificates of Title cannot be issued to an out of state address or mailed to a P.O Box.
- You must verify the Vehicle Identification Number (VIN) of the Mobile Home within thirty (30) days of the sale.
- No real estate is sold to Purchaser hereunder and the land upon which the mobile home is situated will not pass to the Purchaser in the transaction.
- The mobile home must be moved within 30 days of issuance of the Certificate of Title.
- If the mobile home is located within a manufactured home community, the provision of 35 ILCS 515/402 requires the Purchaser to apply for tenancy within the community or to remove the mobile home within 30 days.
- The Purchaser expressly agrees to pay and satisfy all costs associated with the relocation of the mobile home or any required tenancy qualification within the mobile home community.
- You will be required to provide your drivers license numbers, if an individual, and your FEIN (Federal Employer Identification Number), if a company, to purchase mobile homes.
- All parties named on the Purchase Contract must sign the purchase agreement.
- The Purchaser must register the mobile home with the appropriate assessment official in the County within 30 days of habitation.
- County officers and County employees and their relatives are prohibited from purchasing properties at this sale. Chapter 55 of the Illinois Compiled Statutes, Act 55, Section 1 prohibits purchase by such persons.
- The submission of any bid at this sale constitutes the bidder's express warranty that the bidder is duly qualified by law to purchase property from the seller, and that the sale of property to such bidder pursuant to such bid is not prohibited by the provisions of the foregoing Illinois Statute. *If you need a clarification of this law, please contact the State's Attorney's Office*.
- The County reserves the right to reject any and all bids, and to withdraw any mobile home from the sale without prior notice.
- Some mobile homes offered for sale may be hazardous or condemned by local authorities. The seller does not guarantee the availability of building, repair permits, or the right to maintain the mobile home in its present location. We suggest you investigate and contact the appropriate governmental authorities and land owners before bidding.
- Item Numbering: If there is a lack of sequence, it is due to items being withdrawn from the sale prior to catalog printing.

BIDDING PROCEDURES CHECK LIST / MOBILE HOMES

☐ Obtain a catalog and "Sealed Bid - Purchase Offer" form from the Treasurer's office. You may make as many photocopies of the form as you feel necessary.

☐ Physically inspect the mobile home. The mobile home is sold "as is" and your inspection is important.

☐ Determine the amount of your bid. Only the highest bid will be accepted and you will **not** have another chance to raise your bid. You should bid the highest amount you wish to pay for the mobile home.

☐ Completely fill in (*please print clearly*) all of the **BOXED** portions of the "Sealed Bid - Purchase Offer" including:

- ☐ Fill in the **Item #** in the upper right portion of the "Sealed Bid - Purchase Offer" (this shows in the first column of the property information pages under **ITEM**)
- ☐ Fill in the Subject Mobile Home section
  PRESENT TAX ID # and
  VIN # (Vehicle Identification Number)
- ☐ Fill in **Date of Bid**
- ☐ Fill in **Bid** (the Minimum Bid is is $695.00)
- ☐ Fill in **Name of Purchaser**
- ☐ Fill in **Mailing Address**
- ☐ Fill in **Telephone Number**
- ☐ **Sign** in the boxed area in lower right hand corner

☐ Include payment in full with certified funds.

- ☐ made payable to: **COUNTY TRUSTEE**
- ☐ in the amount of the **Bid** (the Minimum Bid is is $695.00)
- ☐ show the **Item #** in the remarks or memo section of your payment

☐ Place each "**Sealed Bid - Purchase Offer**" and **payment** in a sealed envelope with "**SEALED BID**" indicated on the outside. Deliver it to the Treasurer at address shown on the cover of this catalog. If you choose to mail your bid to the Treasurer, be sure to allow sufficient time for the Treasurer to receive your bid before the last day to bid date. You may wish to mail your bid by certified mail or call the Treasurer to confirm timely receipt .

You will be notified by mail after the "last day to bid" date as to the auction results. If you are successful, you will receive a signed copy of your "Sealed Bid - Purchase Offer" and an "Application for Vehicle Registration" for your completion, signature and return. ANY FAILURE TO RETURN THE COMPLETED AND SIGNED APPLICATION MAY BE TREATED AS A FAILURE TO COMPLETE THE PURCHASE TRANSACTION.

If you are unsuccessful, you will receive your payment and a letter informing you of the amount of the successful bid.

ENVELOPE FORMATS

Please deliver each bid and payment in a separate sealed envelope. You should include only one bid and payment in each envelope.

While we recommend you hand deliver your bid, mailed in bids are also acceptable. No matter how the bid is delivered, it is your responsibility to insure that it is received on or before the "last day to bid" date. The date of postmark means nothing if the bid is not received in time. You might wish to consider using certified mail.

Suggested format for HAND DELIVERED BID:

SEALED BID

ITEM# _____

Suggested format for MAILED IN BID:

Your Name
Address
City, State Zip

POSTAGE

County Treasurer
Sealed Bid Auction
Address
City, State Zip

ITEM# _____

DO NOT OPEN
SEALED AUCTION BID

SEALED BID - PURCHASE OFFER / MOBILE HOME

Item #

Hancock County, as Trustee hereinafter referred to as **"SELLER"**

SUBJECT MOBILE HOME:

Present Tax ID#: _____ **VIN#:** _____

Date of Bid: _____

Bid: **$** _____

MINIUMUM BID IS $695.00

(Only - Cashier's Check, Money Order or Bank Draft)

Please enclose payment for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be mailed to you with an "Application for Vehicle Registration" for your completion, signature and return. **Any failure to return the completed and signed application may be treated as a failure to complete this transaction!**

PURCHASER(S): ***(PLEASE PRINT)***

_____

Hereinafter referred to as **"PURCHASER"**

ADDRESS: _____

_____

_____

PHONE NUMBER: ( ) _____ - _____

Email: _____

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT MOBILE HOME", being a Mobile Home described as above stated upon the terms and conditions herein. **NO REAL ESTATE IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Condition of Title. PURCHASER understands that SELLER is not presently the owner of the subject mobile home, and that pursuant to this agreement PURCHASER will acquire SELLER'S right to obtain a Tax Certificate of Title to the subject mobile home under a court order previously entered in the Circuit Court of this County. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S investigation reveal any defect rendering SELLER'S right to obtain a Tax Certificate of Title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of this agreement, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER hereunder without interest thereon. All claimed defects which are not presented in writing and received by SELLER, along with written evidence substantiating the same, within 30 days from the date of this agreement shall be deemed waived. SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the subject mobile home or SELLER'S right to obtain a Tax Certificate of Title thereto, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record, actual physical condition, and verification of VIN# of the subject mobile home. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject mobile home, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject mobile home complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.

Possession. PURCHASER shall not enter the subject mobile home or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time prior to PURCHASER'S receipt of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. Nevertheless, PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, maintain the mobile home in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject mobile home at any time.

Transfer of Title / Registration. SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed herein, and will apply to the circuit court for a final order directing the issuance of the Tax Certificate of Title to PURCHASER, approximately 90 days after receipt of full payment. In the event PURCHASER herein consists of two or more persons, SELLER will assign to them as joint tenants with the right of survivorship unless, prior to assignment preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S duly issued Tax Certificate of Title to the subject mobile home directly from the Office of the Illinois Secretary of State. PURCHASER agrees to register the subject mobile home with the appropriate assessment official within 30 days after habitation thereof in compliance with the requirements of 35 ILCS 515/4.

Relocation. PURCHASER acknowledges that ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the provisions hereof, and that if the subject mobile home is located within a manufactured home community, the provisions of 35 ILCS 516/402 require the PURCHASER to qualify for tenancy within the community, or to remove the subject mobile home from the community, within 30 days after the entry of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. PURCHASER expressly agrees to pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and to save harmless and indemnify SELLER with respect thereto.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject mobile home for the period beginning January 1 of the year 2018.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject mobile home and any required relocation thereof, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to this agreement and the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL THE ISSUANCE OF A TAX CERTIFICATE OF TITLE TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 8/15

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent:
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

Purchaser Signature(s)

X _____

X _____

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SEALED BID - PURCHASE OFFER / MOBILE HOME

Item #

Hancock County, as Trustee hereinafter referred to as **"SELLER"**

SUBJECT MOBILE HOME:

Present Tax ID#: _____ **VIN#:** _____

Date of Bid: _____

Bid: **$** _____

MINIUMUM BID IS $695.00

(Only - Cashier's Check, Money Order or Bank Draft)

Please enclose payment for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be mailed to you with an "Application for Vehicle Registration" for your completion, signature and return. **Any failure to return the completed and signed application may be treated as a failure to complete this transaction!**

PURCHASER(S): ***(PLEASE PRINT)***

_____

Hereinafter referred to as **"PURCHASER"**

ADDRESS: _____

_____

_____

PHONE NUMBER: ( ) _____ - _____

Email: _____

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT MOBILE HOME", being a Mobile Home described as above stated upon the terms and conditions herein. **NO REAL ESTATE IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Condition of Title. PURCHASER understands that SELLER is not presently the owner of the subject mobile home, and that pursuant to this agreement PURCHASER will acquire SELLER'S right to obtain a Tax Certificate of Title to the subject mobile home under a court order previously entered in the Circuit Court of this County. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S investigation reveal any defect rendering SELLER'S right to obtain a Tax Certificate of Title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of this agreement, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER hereunder without interest thereon. All claimed defects which are not presented in writing and received by SELLER, along with written evidence substantiating the same, within 30 days from the date of this agreement shall be deemed waived. SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the subject mobile home or SELLER'S right to obtain a Tax Certificate of Title thereto, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record, actual physical condition, and verification of VIN# of the subject mobile home. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject mobile home, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject mobile home complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.

Possession. PURCHASER shall not enter the subject mobile home or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time prior to PURCHASER'S receipt of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. Nevertheless, PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, maintain the mobile home in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject mobile home at any time.

Transfer of Title / Registration. SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed herein, and will apply to the circuit court for a final order directing the issuance of the Tax Certificate of Title to PURCHASER, approximately 90 days after receipt of full payment. In the event PURCHASER herein consists of two or more persons, SELLER will assign to them as joint tenants with the right of survivorship unless, prior to assignment preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S duly issued Tax Certificate of Title to the subject mobile home directly from the Office of the Illinois Secretary of State. PURCHASER agrees to register the subject mobile home with the appropriate assessment official within 30 days after habitation thereof in compliance with the requirements of 35 ILCS 515/4.

Relocation. PURCHASER acknowledges that ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the provisions hereof, and that if the subject mobile home is located within a manufactured home community, the provisions of 35 ILCS 516/402 require the PURCHASER to qualify for tenancy within the community, or to remove the subject mobile home from the community, within 30 days after the entry of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. PURCHASER expressly agrees to pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and to save harmless and indemnify SELLER with respect thereto.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject mobile home for the period beginning January 1 of the year 2018.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject mobile home and any required relocation thereof, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to this agreement and the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL THE ISSUANCE OF A TAX CERTIFICATE OF TITLE TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

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